

20

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

VAN JENKINS

Plaintiff(s),  
v.

KRISTIN CRAWFORD, POLICE OFFICER  
KATY PERKINS, POLICE OFFICER

Case:2:14-cv-11743  
Judge: Friedman, Bernard A.  
MJ: Hluchaniuk, Michael J.  
Filed: 04-24-2014 At 09:17 AM  
CMP VAN JENKINS V KRISTIN CRAWFORD,  
ET AL (LG)

Defendant(s).  
/

COMPLAINT

- I. Defendant(s). Print the full name for each defendant. If there are more defendants, use additional pages to provide their names.

**Name of Defendant(s)**

1. KRISTIN CRAWFORD

2. KATY PERKINS

3.

4.

5.

- II. Statement of claim. Briefly state the facts of your case. Describe how each defendant is involved, and exactly what each defendant did, or failed to do. Include names of any other persons involved, dates, and places. You may use additional paper if necessary.

On the date of May 13, 2013 a circumvented traffic stop were made that arose to an assault by Police Officer John Doe upon Officer Crawford ordering Plaintiff out of his automobile after an International Driver's Permit & Michigan Driver's Permit were presented to Police Officer Kristin Crawford in which she had stated that these documents were "invalid". Kristin Crawford had placed on the handcuffs tightly until pain occurred within my person, that is believed flared up Plaintiff's Hypertension & Spina Bifida disability. No hospitalization was provided to a pre-existing diagnosed medical disability by a doctor. This is constitutes deliberate Indifference of a serious medical need.

## Title II of the Americans with Disabilities Act COMPLAINT FORM

Instructions: Please fill out this form completely, in black ink or type. Sign and return to the address on page 3.

Complainant: VAN Jenkins

Address: P.O. Box 7147

City, State and Zip Code:  
Ann Arbor, Mich. 48104-7147

Telephone: Home: (734)-834-7915

Business: \_\_\_\_\_

Person Making the Complaint:  
(if other than the complainant)

Same above

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_

Business: \_\_\_\_\_

Department/Agency which you believe has discriminated:

Name: Livonia Police Department

Address: 15050 Farmington Road

County: WAYNE

City: Livonia

State and Zip Code:

Mich. 48154

Telephone Number:

(734)-466-2400

When did the event occur? Date:

May 13, 2013

Describe the event providing the name(s) where possible for the individuals who were involved (use space on page 3 if necessary):

Police Officer Kristin Crawford & Katy Perkins Deprivation, Profiling & assault causing Complainant's Spina Bifida & Hypertension to flare up causing pain. SEE THE ATTACHED AFFIDAVIT BASED ON THIS COMPLAINT.

Has the complaint been filed with the Michigan Department of Civil Rights or the Federal Department of Justice or any other Federal agency or court?

Yes        No  x  

If yes:

Agency or Court:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Address:

\_\_\_\_\_

City, State, and Zip Code:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Date Filed:

\_\_\_\_\_

Do you intend to file with another agency or court?

Yes  x   No       

Agency or Court:

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF SOUTHERN MICHIGAN

Address: THEODORE LEVIN UNITED STATES COURTHOUSE  
231 WEST LAFAYETTE BLVD., ROOM 730

COMPLAINT CONTINUED UNDER AFFIDAVIT OF VAN JENKINS

The following complaint are for reference and is not to be construed to grant authorities if not rebutted timely, stand as true & correct. The Complainant as a private man with disabilities reserves all Rights at all times and waives no Rights at any time.

1. Complainant, was at all times relevant and continues to be a resident of the City of Ann Arbor, County of Washtenaw, State of Michigan.
2. The Respondent(s), City of Livonia, is a municipal corporation formed in and existing within the State of Michigan, and at all times relevant to this Complaint, City of Livonia, employed Respondent, Police Officer Kristin Crawford, Katy Perkins and other police officers referred to in the above-referenced complaint those that aren't cited by name shall be amended upon the permission of the Civil Service Commission granting to complainant means for discovery prior to the administrative hearing.
3. Respondent Police Officer Kristin Crawford & Katy Perkins was and at all times relevant is Police Officers of the Livonia Police Department, the Police Department in the State of Michigan.
4. Respondents, County of Wayne, is a municipal corporation formed in and existing within the State of Michigan, and at all times relevant to this complaint, Respondents of Wayne County, may have employed certain police officers who are the subject of this Complaint.
5. Respondents, of Wayne County's sheriff's office, is a subdivision and/or department, County of Wayne, and employed certain police officers which are referred to in this complaint.
6. Respondent(s), of the State of Michigan, employed certain police officers, names and identities unknown to plaintiff at this time which are referred to in this complaint.
7. Each of the individually named Respondents may be sued individually and in their official capacities.
8. Each of the individually named Respondents were at all times relevant acting under color or State law on behalf of the Livonia Police Department, of the Wayne County Sheriff's Office.
9. Violations committed by or under the following statutory provisions of: 18 U.S.C. 241 & 242; Americans With Disabilities Act, 42 U.S.C. 1983; 42 U.S.C. 1988. The Michigan Civil Service Commission holds jurisdiction

FACTS

10. On the date of May 13, 2013 at approximately 0406 hrs., Complainant was traveling after coming from working at the Gibralter Trade Center in Taylor, Michigan in search of a hotel to rest.
11. Complainant was at the Stop signed in his 2011 silver Ford Escape when Kristin

Crawford & Katy Perkins were traveling southbound on Newburgh Road & drove across in front of the Complainant's automobile.

12. Complainant was being directed to the hotel address by his GPS system and had turned right on Newburgh Road behind Police Officers vehicle about five car lengths behind.
13. The Police Officers' vehicle pulled over to the side to allow Complainant to drive pass them. The Complainant was forced to turned down a wrong street by the police officers movement of the vehicle.
14. It was later stated by the Police Officer Kristin Crawford that Complainant was appeared to be traveling well under the posted speed limit of 45mph in the left through lane, despite the fact of slowing the vehicle in looking for the hotel's address.
15. There were no alcoholic tests done to support the police officers' false allegations stating that she observed the Complainant's automobile weaving in and out of the lane of travel. This was only to circumvent probable cause to make a traffice stop.
16. Complainant were asked for his Driver's License by Police Officer Kristin Crawford. Complainant provided his International Driver's Permit & Michigan Driver's Permit. Officer Crawford ordered Complainant out of the car and proceeded putting the handcuffs on Complainant stating that she must find out who he is. This incident was taped by Complainant as he does all traffic stops.
17. While the police officer Crawford placing the handcuffs on to Complainant's wrists, she clamped them down very hard causing pain and the flaring up of his Spina Bifida Disability & Hypertension.
18. Complainant was refused medical help or hospitalization for his injuries. Officer Crawford this is deliberate indifference to a serious medical need that has been diagnosised by a Doctor. Pursuant to 18 U.S.C. 241/242 no person shall be injured, threatened or hindered from the free exercise of his U.S. Constitutional Rights.
19. Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State to the Deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined.
20. Complainant was deprived of his Right To Travel where Police Officer Crawford stated that Complainant's International Driver's Permit & Michigan Driver's Permit is invalid. Previous Police officers whom have written citations upon

Complainant never stated that any of his Driving Permits were invalid. Complainant was arrested without probable cause for search and seizure of property from Complainant's automobile.

21. Among some of the property confiscated were Complainant's Financial Responsibility Bond per Financial Responsibility Act, MCL 257.517 & 257.523 bearing \$5,000, 000 to cover car accidents, injuries of others, to pay court cost and fees, as well as attorney fees when there's a car accident; legal pleadings to other judicial proceedings; relevant work records bearing on collecting unemployment claim(s); tools in which Police Officer Crawford turned them in to Burglary tools upon Profiling complainant.

22. An offense under 18 U.S.C. 242 is properly stated by allegations of willful deprivation, under color of law, of life and liberty without due process of law.

23. Misuse of power, possessed by virtue of State law and made possible only because the wrongdoer is clothed with authority of State law, is action taken under color of State law within the meaning of section 242 of the United States Code Annotated Title 18.

24. The Supreme Court has held that whenever a police officer accosts an individual and restrains his freedom to walk away, he has seized that person, and brief seizure is a serious intrusion upon the sanctity of the person, which may inflict great indignity and arouse strong resentment, and it is not to be undertaken lightly, see Terry V. Ohio, 392 U.S. 692, 696 n. 5 (1968).

25. Complainant was taken to the Livonia Police Department and money he had received earlier while at the Gibralter Trade Center in \$100 & \$50 dollar bills were confiscated upon being transferred from Livonia, Michigan to Wayne County Jail, the booking officer noted \$214.95 cents. Previously Officer Crawford stated that if you have any money you can get release right now.

26. As a result of these incidents, Complaint have not been provided medication for his spina bifida disability, but did receive Hypertension medicine:

1. became deprived of his residence where the Landlord evicted him from his home;
2. His Automobile was repossessed by the University Of Michigan Credit Union whom granted Complainant a car loan.
3. Deprived of paying his car loan on time;
4. Depived of The Right to travel with a Michigan Driver's Permit that Police Officer Kristin Crawford refused to recognize by stating that his Driving documents are invalid then charging him with "OPERATING WITHOUT A LICENSE ON PERSON-did operate a motor vehicle, to-wit: FORD ESCAPE, without having in his immediate possession an operator's or chauffeur's license and did fail to display the same upon the demand of an Officer, Police Officer Katy Perkins or Police Officer Kristin Crawford.
5. Deprived of his Financial Responsibility Bond that prevented him from releasing the money from this bond for a car accident that occurred in Woodhaven, Michigan; etc.

27. At the time the Respondents stopped and searched Complainant's automobile, they did not possess any reasonable suspicion that a crime had been or was being

committed by Complainant.

28. Upon information and belief, the Respondents stopped, detained, and interrogated Complainant and illegally searched Complainant's automobile solely on the basis of Complainant's Africa American race and color.

29. Upon information and belief, the complaint of stop, detaintion, and search was the result of racial profiling practiced by City of Livonia, Livonia Police Department in the County of Wayne.

RELIEF

WHEREFORE, Complainant request that this Civil Service Commission grant to him an investigation and hearing of these misconduct infractions against the cited Police Officers, and that:

1. Complainant's Financial Responsibility Bond(s) be returned to him that will enable him to pay the car accident damage that occurred prior to theMay 13, 2013 incident with Livonia Police Department's officers.
2. That Complainant be furnished another Michigan Driver's Permit without delay as the present one has expired due to the detention of theillegal traffic stop.
2. That Complainant be re-instated to his Truck Driving Job he would have gotten had the Livonia Police Dept. never placed him in jail. This was being provided by the Michigan Rehabilitation Services whom aid people with disabilities obtain employment through vocational training;
4. Restore Complainant's Residence he has lost due to the illegal arrest by placing him in jail where he could not make the payments on his rent to his Landlord. The Landlord Mr. Terry Turner evicted complainant due to not paying rent on time in which caused a lost by the Respondent's illegal detention of complainant losing his legal and personal property from his home.
5. That Complainant's Silver 4 dorr Ford Escape vehicle be returned to him along with his International Driving Permit and other records to Judicial proceedings as well as to the U.S. Senators.
6. That Complainant's medical services including medicine be paid from the Police Officers Kristin Crawford & Katy Perkins
7. That \$1,285.05 be paid that was wrongfully confiscated from complainant during the wrongful detention and being deprived of money he earned from his merchandise sales at Gibralter Trade Center.

That the complainant reserves the right to amend this complaint.

8/25/13  
DATE

Van Jenkins  
VAN JENKINS  
COMPLAINANT

VAN JENKINS  
P.O. BOX 7147  
ANN ARBOR, MICH. 48107-7147

8/14/13

Woodhaven Police Department  
21869 West Road  
Woodhaven, mich. 48183

RE: ORI NUMBER: MI8283100; FREEDOM OF INFORMATION ACT, PURSUANT TO  
MCL 15.231; FINANCIAL RESPONSIBILITY ACT, MCL 257.524

Dear Sir/Madam:

I'm writing your office this letter in request for a complete Detained Information as captioned above to enable me to perform my Financial Responsibility regarding the Car Accident that occurred in the Woodhaven Meijer Parking Lot on the date of 5/6/2013.

Having received the attached Case Report #5097 this report is inadequate in that it doesn't provide complete information in order for me to carry out my Financial Responsibility. The opposing party Stacey Jean Price's home address isn't provided. The Witness address is not provided. Vehicles descriptions and Identification information isn't provided. Even the description of the accident as to damages isn't provided, nor photographs of said damages isn't provided.

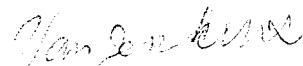
According to the Michigan Constitution Art.1, Section 20 requires me to be provided with information or to be informed of the accusation, witness information and to have compulsory process for obtaining witness information to resolve the issues of damages. There is the license Plate Number CDD8079 and AAA Insurance Company Name for Stacey Jean Price Only. No Policy Number nor Insurance Company address or person of contact is provided for Stacey Jean Price. However, Mr. Jenkins contact information, address, phone number and license Plate Number is provided but no description of Vehicle.

I request therefore, under the authority of the Freedom of Information Act, and Michigan Constitution in the below enumerated information:

1. Stacey Jean Price full complete address & Phone number
2. Joseph Rudolph Scalise full complete address & Phone number
3. Full complete detailed information for the vehicle of Stacey Jean Price- the type, make, model and serial number
4. Stacey Jean Price's AAA Insurance Claim Adjuster full name, address, Phone number and Policy Number for vehicle Insurance.
5. The complete Nationwide Mutual Insurance Company's claim Adjuster's full name and address.
6. Reporting Officer full name #3692-Smith as Expert witness

Thank you very much in assisting me in resolving this car accident matter in advance.

Sincerely,

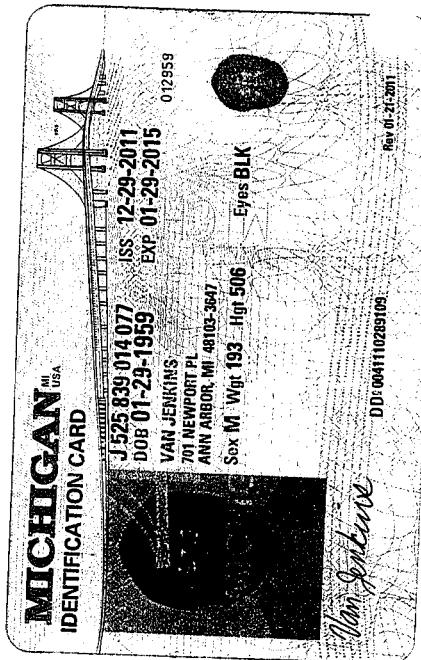
  
Van Jenkins

MICHIGAN TEMPORARY INSTRUCTION PERMIT	
MICHIGAN DRIVER LICENSE	J 525 839
LICENSE TYPE	O
DATE OF BIRTH	01-29-1959
RESTRICTIONS	
SEX	M
EYE COLOR	HAZ
HEIGHT	5' 6"
MI 48198-3135	

VAN JENKINS  
1235 LEXINGTON PKWY  
YPSILANTI

SIGNATURE X Van Jenkins

I certify the above information is true and correct. I have surrendered all valid licenses issued to me by this or any other state, and I do not possess a valid license. I do not have any physical or mental disability which affects my ability to operate a motor vehicle safely nor have I experienced any loss or impairment of consciousness in the past six months (chauffeurs 12 months). I understand my signature may be retained and used for programs administered by the Department of State. NOTE: IT IS A CRIME TO MAKE A FALSE STATEMENT.





August 22, 2013

Van Jenkins  
1235 Lexington Parkway  
Ypsilanti, MI 48198

To whom it may concern:

The payoff for Van Jenkins on account 129066-00 as of 09/02/13 will be \$27,248.57. The daily interest amount is 4.9265. This payoff assumes no further advances or payments will be made to this loan. Contact our office, prior to closing, for the exact amount required to pay this loan in full.

Please deliver the payoff funds to our office at:

University of Michigan Credit Union  
P.O. Box 7850  
Ann Arbor, MI 48107

Sincerely,

A handwritten signature in black ink that reads "A Smith".

Andrea Smith  
Member Service Rep, Extension 2107

12/11/2012

BKC05316

Invoice/Stock No.

Delivery Date \_\_\_\_\_

Invoice/Stock No.

Dealer **RIGHTWAY AUTOMOTIVE CREDIT**Address **2789 Washtenaw Avenue**City **YPSILANTI**County **WASHTENAW** State **MICHIGAN** Zip Code **48197**Dealer License **B 203483** Sales Tax License **38-3262492** Phone Number **(734) 714-4000**Vehicle Sold New  Used  Demo  Trade-In Yes  No Trade-In Year **N/A** Make \_\_\_\_\_ Vehicle No. \_\_\_\_\_

TEMPORARY VEHICLE REGISTRATION USED TO TRANSFER PLATES Expires 15 days after delivery date		
Plate transferred from	Year	Make
Vehicle No.	Plate No.	Temp. Expiration Date

**VEHICLE USE AND HISTORY DISCLOSURE:**

- |   |   |
|---|---|
| <input type="checkbox"/> POLICE VEHICLE     | <input type="checkbox"/> VEHICLE HAS BEEN FLOOD-DAMAGED           |
| <input type="checkbox"/> GOVERNMENT VEHICLE | <input type="checkbox"/> SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED |
| <input type="checkbox"/> TAXI               | <input type="checkbox"/>  |

**ODOMETER MILEAGE**

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.

36028		
NO TENTHS		

actual mileage  not actual mileage  exceeds mechanical limits of odometer

Factory Installed Accessories  Factory List Affixed To VehicleDealer Installed Accessories  
When Optional to PurchaserREMARKS:  
**C3256020**

**CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY**  
*"The information you see on the window form for this vehicle is part of this contract.  
 Information on the window form overrides any contrary provisions in the contract of sale."*

I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM.  
 I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS  
 SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE.

**AGENT**

Dealer's Signature

Title

**\*TYPE OF INSURANCE**

WARNING: This insurance is not PI/PD No Fault Insurance required by Michigan Law.

- |  |  |
|--|--|
| <input type="checkbox"/> CREDIT LIFE   | <input type="checkbox"/> HEALTH & ACCIDENT |
| <input type="checkbox"/> GAP INSURANCE | <input type="checkbox"/>                   |

Temporary Registration No. **C3256020** Temporary Fee Charged Yes  No   
 Salesperson **PENNINGTON, ERIC**

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify my driver license is not suspended, revoked, or denied as a repeat offender and I am eligible to purchase or register this vehicle. I further certify that if a tax exemption is shown above it is valid.

**D L**  
 Date **DD12** x **Van Jenkins**

Date **X**  
 Date **X**  
 Date **X**

Purchaser's/Lessee's Signature(s)

Date **X**  
 Date **X**  
 Date **X**

Lessee's Signature(s)

PURCHASERS NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT THE BUREAU OF AUTOMOTIVE REGULATION AT 1-800-292-4204

SIMPLE FINANCE CHARGE GEN. CREDIT - Dealer Number Contract Number		
Buyer Name and Address (including County and Zip Code) <b>JAN JENKINS</b> 1235 LEXINGTON PARKWAY YPSILANTI MI 48198	Co-Buyer Name and Address (including County and Zip Code) :	Creditor-Seller (Name and Address) <b>RIGHTWAY AUTOMOTIVE CREDIT</b> 2789 WASHTENAW AVE. YPSILANTI, MI 48197

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2011	FORD ESCAPE	36028	1FMCU9079KC05316	<input type="checkbox"/> Person, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the creditor will have paid you to finance the amount you borrowed.	The amount of credit provided to you on behalf of the creditor.	The total cost of your purchase on credit, including finance charges and payments.	\$ 2926.00
6.74% \$ 5205.66	\$ 23820.40	\$ 2926.00	\$ 2926.00	

Your Payment Schedule Will Be:		
Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 402.14	MONTHLY BEGINNING 07/20/2013

Or As Follows:

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 15 or 5% of the part of the payment that is late, whichever is greater.

Prepayment: If you pay off all your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

#### ITEMIZATION OF AMOUNT FINANCED

1 Cash Price				
A Taxable Part of Cash Price		\$ 22600.00		
L Vehicle		\$ <u>N/A</u>		
B Accessories and Installation Charges		\$ 130.00		
C Document Preparation Fee		\$ <u>N/A</u>		
M <u>N/A</u>		\$ <u>N/A</u>		
H <u>N/A</u>		\$ <u>N/A</u>		
Total Taxable Part of Cash Price		\$ 22730.00		
B Sales Tax		\$ <u>N/A</u>		
C Non-Taxable Part of Cash Price		\$ <u>N/A</u>		
L <u>N/A</u>		\$ <u>N/A</u>		
E <u>N/A</u>		\$ <u>N/A</u>		
H <u>N/A</u>		\$ <u>N/A</u>		
Total Non-Taxable Part of Cash Price		\$ 24157.40		
Total Cash Price		\$ <u>N/A</u>		
2 Total Downpayment = <u>N/A</u>				
Trade-in: (Year) (Make) (Model)				
Gross Trade-In Allowance		\$ <u>N/A</u>		
Less Pay Off Made By Seller		\$ <u>N/A</u>		
Equals Net Trade In		\$ 500.00		
+ Cash <u>N/A</u>		\$ <u>N/A</u>		
+ Other <u>N/A</u>		\$ 500.00		
(If total downpayment is negative, enter "0" and see 4H below)		\$ 23657.49		(3)
3 Unpaid Balance of Cash Price (1 minus 2)		\$ <u>N/A</u>		
4 Other Charges including Amounts Paid to Others on Your Behalf				
(Seller may retain part of these amounts to the extent permitted by law):				
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies		\$ <u>N/A</u>		
Life <u>N/A</u>		\$ <u>N/A</u>		
Disability <u>N/A</u>		\$ <u>N/A</u>		
B Other Optional Insurance Paid to Insurance Company or Companies		\$ <u>N/A</u>		
C Optional Gap Contract		\$ <u>N/A</u>		
D Official Fees Paid to Government Agencies		\$ <u>N/A</u>		
E Government Taxes Not Included in Cash Price		\$ 148.00		
F Government License Fees and/or Registration Fees		\$ <u>N/A</u>		
G Government Certificates of Title Fees		\$ 15.00		
H Prior Cogitor Lease Balance Paid to <u>N/A</u>		\$ <u>N/A</u>		
I Other Charges (Seller must identify who is paid and describe charges.)				
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
<u>N/A</u> for <u>N/A</u>		\$ <u>N/A</u>		
Total Other Charges and Amounts Paid to Others on Your Behalf		\$ 163.00		
5 Amount Financed - Principal Balance (3 + 4)		\$ 23629.40(4)		
6 Finance Charge		\$ 5205.66(5)		
7 Total of Payments - Time Balance	72	\$ 2926.00(6)		
Payment Schedule: The payment(s) <u>10/09/2013</u> will be <u>Installments of \$ 402.14</u> each, monthly beginning <u>MONTHLY BEGINNING</u> .				

OPTION:  You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before \_\_\_\_\_ Year \_\_\_\_\_ SELLER'S INITIALS \_\_\_\_\_

#### NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Jan Jenkins Co-Buyer Signs X \_\_\_\_\_ Date \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

See back for other important agreements.

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others, unless so indicated hereon.

Notice To Buyer: Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Buyer Signs X Jan Jenkins Date 12/11/12 Co-Buyer Signs X \_\_\_\_\_ Date \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs RIGHTWAY AUTOMOTIVE CREDIT Date 12/11/12 By \_\_\_\_\_ Title \_\_\_\_\_

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration clause on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Jan Jenkins Date 12/11/12 Co-Buyer Signs X \_\_\_\_\_ Date \_\_\_\_\_

Seller assigns its interest in the contract to UNIVERSITY OF MICHIGAN CREDIT UNION (Assignee) under the terms of Seller's agreement(s) with Assignee.

RIGHTWAY AUTOMOTIVE CREDIT  Assigned vehicle recourse  Assigned with limited recourse

Seller \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

FORM NO. 053-04-RB 7/10 U.S. PERIODIC PAYMENT PLAN FORMS © 2005 RIGHTWAY AUTOMOTIVE CREDIT, INC. 1-800-334-0002 or 1-800-551-0002

This form is not to be used for the financing of motor vehicles. It is to be used for the financing of personal property.

ORIGINAL LIENHOLDER

**FINANCE CHARGE AND PAYMENTS TO US**

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. If all your scheduled payments are equal, we will give you at least 25 days after the final scheduled payment is due to pay any extra amount you owe because you paid late. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. Your right to refinance a balloon payment. A balloon payment is a scheduled payment that is larger than any of the substantially equal prior scheduled payments. If your final scheduled payment is a balloon payment, you have the right to enter into a new written agreement when it is due (refinance). You may refinance the balloon in equal installments over a reasonable period of time. During this period, you will also pay a finance charge on the unpaid balance computed using the Annual Percentage Rate on the front.

**2. YOUR OTHER PROMISES TO US**

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest. You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers our interest and our interest in the vehicle, or, if such coverage cannot be obtained, buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the claim you must pay. If you fail to pay us, and if permitted by law, we may add the charge to the balance owing under this contract. We may increase the amount of your scheduled payment in order to amortize the charge by the time your final payment is due. As an alternative and, if you specifically agree, you may have a larger or balloon final payment, or the date of the final payment may be extended. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**ARBITRATION CLAUSE****PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAR IN A HEARING IN AN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS ARE NOT NECESSARILY AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract shall, at your own election, be resolved by a single arbitrator and not a panel of three arbitrators) and the rights and obligations arising from this arbitration, shall be arbitrated by a single arbitrator at the chosen arbitration organization's place of arbitration. Any claim or dispute to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. Arbitration shall be conducted by the American Arbitration Association, 333 Madison Ave., Floor 10, New York, NY 10017, or by another arbitration organization approved by the parties, subject to its approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was made. We will agree to your choice of arbitration organization, unless such action is interfered with or appealed to a different court. Neither you nor we may waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract, if any part of this Arbitration Clause, other than waivers of class action rights, is deleted or found to be unenforceable for any reason, the remainder shall remain enforceable. If the arbitrator awards a class action right, the right to a class action shall be limited to the number of persons in the class in which the arbitration was conducted. Any arbitration shall be for a single claim and shall not be multiplied or increased by the number of persons in the class. The arbitrator shall be responsible for his/her fees and expenses subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes arising from this contract, unless such action is interfered with or appealed to a different court. Neither you nor we may waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract, if any part of this Arbitration Clause, other than waivers of class action rights, is deleted or found to be unenforceable for any reason, the remainder shall remain enforceable. If the arbitrator awards a class action right, the right to a class action shall be limited to the number of persons in the class in which the arbitration was conducted. Any arbitration shall be for a single claim and shall not be multiplied or increased by the number of persons in the class. The arbitrator shall be responsible for his/her fees and expenses subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration.

This Arbitration Clause shall be unenforceable. Notwithstanding any other provision of this Arbitration Clause, the validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

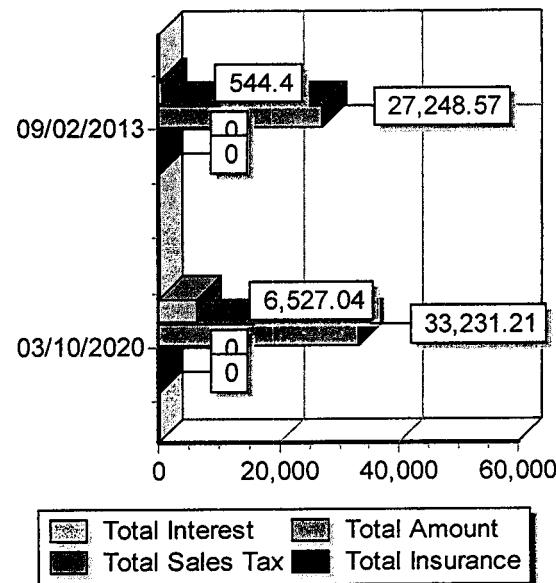
0129066 JENKINS,VAN Loan 00: 2011 FORD ESCAPE Payoff

08/22/2013

A payment of \$27,248.57 is required to pay off this loan on 09/02/13.

Principal Balance: 26,679.17  
Interest Type: Daily  
Interest Rate: 6.740  
Interest Due: 544.40  
One Day's Interest: 4.9265  
Due Date: 05/10/2013  
Amount Past Due by Payoff Date: 1,558.69  
Past Due Payment Count: 4  
Late Charge Due: 25.00

## Payoff on 09/02/2013 vs. 03/10/2020





## NOTICE OF REQUIREMENT TO PROVIDE INSURANCE

I (WE) THE UNDERSIGNED, DO UNDERSTAND THAT I (WE) AM (ARE) REQUIRED TO PROVIDE PHYSICAL DAMAGE INSURANCE TO PROTECT THE LENDER'S INTERESTS IN THE COLLATERAL SECURING MY (OUR) LOAN WITH UNIVERSITY OF MICHIGAN CREDIT UNION. THE POLICY MUST NAME UNIVERSITY OF MICHIGAN CREDIT UNION AS LOSS PAYEE AND IT MUST REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE LOAN.

POLICIES ON VEHICLES SHALL INCLUDE BOTH COMPREHENSIVE AND COLLISION COVERAGES. A MAXIMUM DEDUCTIBLE OF \$1000.00 FOR EACH COVERAGE SHALL APPLY.

I (WE) MAY OBTAIN A POLICY FROM THE AGENT OF MY (OUR) CHOICE. IF I (WE) DO, I (WE) WILL HAVE MY AGENT FORWARD A COPY OF MY POLICY TO THE LENDER. IF I (WE) FAIL TO OBTAIN INSURANCE WITHIN FIFTEEN (15) DAYS FROM THE DATE OF THE SECURITY AGREEMENT, THE LENDER IS AUTHORIZED, BUT IS NOT REQUIRED, TO OBTAIN INSURANCE COVERAGE ON THE PROPERTY SECURING MY (OUR) LOAN. MY (OUR) EQUITY IN THE PROPERTY SHALL NOT BE PROTECTED.

THE LENDER IS ALSO AUTHORIZED, BUT IS NOT REQUIRED, TO OBTAIN INSURANCE COVERAGE ON THE PROPERTY SECURING MY (OUR) LOAN, **WITHIN FIFTEEN (15) DAYS**, SHOULD MY (OUR) OWN INSURANCE BE CANCELLED, EXPIRE OR TERMINATE, FOR ANY REASON, DURING THE TERM OF THE LOAN. MY (OUR) EQUITY IN THE PROPERTY SHALL NOT BE PROTECTED.

THIS NOTICE, OR ANY SUBSEQUENT INSURANCE NOTICE, WILL NOT INCLUDE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE LIABILITY, AND WILL NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY OR NO FAULT LAWS.

THE TOTAL COST OF THIS INSURANCE (THE PREMIUM AND PREMIUM FINANCE CHARGES), IF PURCHASED BY THE LENDER, SHALL BE CHARGED TO ME (US), AND MAY INCREASE MY (OUR) MONTHLY PAYMENT AMOUNT.

**I HAVE READ THE ABOVE STATEMENT AND ACKNOWLEDGE THAT IT HAS BEEN EXPLAINED TO ME( US).**

DATE: 12-11-12

BORROWER:

X Van Jenkins

CO-APPLICANT:

X

Member Name: Van Jenkins

Year: 11

Make: Ford

Model: Escape

VIN#: 1FMCU4D79BKG5316

Agent Name: Wesleyan Underwriters

Ins Company: Nationwide

Agent Phone #: 734-780-5473

Policy Number: 9121C862135

### MAIL COPY OF POLICY TO:

University of Michigan Credit Union  
Indirect Lending Department  
Attn: Tom Lagos  
305 E. Eisenhower, STE 200  
Ann Arbor, MI 48108

*Nolan  
734 662-8200  
ext. 2255*

Repcast.com  
2851 James P Cole Blvd  
Flint MI 48505

August 26, 2013

NOTICE OF PLAN TO SELL

Van Jenkins  
P.O. BOX 7147  
Ann Arbor, MI 48104

RE: Lien holder: University of Michigan Credit Union  
Loan Account # 129066

We have repossessed your 2011 Ford Escape, (VIN: 1FMCU9D79BKC05316), because you broke a promise in your agreement with the above-referenced lien holder. We will sell these items at public or private sale. A sale could include a lease or license. The sale will be held as follows:

Date: Thursday, September 11<sup>th</sup>, 2013 or AFTER  
Time: 8am to 8pm on-line internet auction at [www.1800lastbid.com](http://www.1800lastbid.com)  
Place: Repcast.com  
2851 James P Cole Blvd  
Flint MI 48505

The money that we get from the sale (after paying costs) will be used to reduce the amount you owe. If we get less money than you owe, you will still owe the above lien holder the difference. If we get more money than you owe, you will get the extra money, unless it must first be paid to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), plus expenses. To learn the exact amount you must pay, please contact **University of Michigan Credit Union**. If you want an explanation in writing how we have figured the amount that you owe, you may call the credit union or write the credit union, and request a written explanation. You will be charged \$5.00 for the explanation if we sent you another written explanation of the amount you owe us within the last six (6) months.

If we find any personal property in the vehicle, we will hold it for ten (10) days from the date of this notice letter. The personal property will be held at the same location where the vehicle is being stored. You may pick up any such personal property (as well as your license plate) at this same location. If you do not claim your license plate prior to the sale of the vehicle, please be advised that it will be destroyed. Please be further advised that we assume no liability obligation regarding either the license plate or any personal property found in your vehicle.

If you need more information about the sale, call us at 616-432-6649 or write us at 2851 James P Cole Blvd, Flint MI 48505.

We are sending this notice to the following other people who have interest in your above referenced items or who owe money under your agreement: [ ].

Repodcast.com



Dated: 08-15-2013

By: \_\_\_\_\_  
Its: President

v.12/12)

**CIVIL COVER SHEET**

County in which action arose \_\_\_\_\_

S 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

VAN JENKINS

(b) County of Residence of First Listed Plaintiff WASHTENAW  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

**DEFENDANTS**KRISTIN CRAWFORD  
KATY PERKINSCounty of Residence of First Listed Defendant WAYNE  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)          |
| <input type="checkbox"/> 2 U.S. Government Defendant            | <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)  
(For Diversity Cases Only)

Citizen of This State	PTF	DEF	PTF	DEF
<input checked="" type="checkbox"/> 1	<input type="checkbox"/>	<input type="checkbox"/> 1	<input type="checkbox"/>	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/>	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input checked="" type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
			<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
				<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions

**V. ORIGIN** (Place an "X" in One Box Only)

- |  |  |  |   |  |   |
|--|--|--|---|--|---|
| <input type="checkbox"/> 1 Original Proceeding | <input checked="" type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from Another District (specify) | <input type="checkbox"/> 6 Multidistrict Litigation |
|--|--|--|---|--|---|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

DEPRIVATION PER 18 U.S.C. 241 &amp; 242 UNDER AMERICANS WITH DISABILITIES

**VI. CAUSE OF ACTION**

Brief description of cause:

DISREGARDING A VALID DRIVER'S PERMIT(S), ASSAULT CAUSING REACTION TO DISABILITY

**VII. REQUESTED IN COMPLAINT:**

<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION	DEMAND \$	CHECK YES only if demanded in complaint:
UNDER RULE 23, F.R.Cv.P.	\$5,000,000	JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE ULYSSES BOYKINSDOCKET NUMBER 2013708614

DATE

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_

APPLYING IFFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

SUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

Yes  
 No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

Yes  
 No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

Notes :

---

A filing at the administrative level of the agency's such as Secretary of the State & Livonia Police Department where complaint(s) were filed.

---

---

## New Lawsuit Check List

Instructions: Put a check mark in the box next to each appropriate entry to be sure you have all the required documents.

<input type="checkbox"/>	Two (2) completed Civil Cover Sheets. <i>1 copy</i>				
<input type="checkbox"/>	Enter the number of defendants named in your lawsuit in the blank below, add 2 and then enter the total in the blank.				
	<u># of Defendants</u>	+ 2 =	<u>Total</u>	<u>Complaints</u>	
	<i>No copies</i>				
<input type="checkbox"/>	Received by Clerk: _____ Addresses are complete: _____				
<input type="checkbox"/>	If any of your defendants are government agencies: Provide two (2) extra copies of the complaint for the U.S. Attorney and the Attorney General.				
<input type="checkbox"/>	Current new civil action filing fee is attached.  Fees may be paid by check or money order made out to:  <i>Clerk, U.S. District Court</i>		<input type="checkbox"/>	Two (2) completed Application to Proceed in District Court without Prepaying Fees or Costs forms.	
				<i>None</i>	
	Received by Clerk: _____ Receipt #: _____		Received by Clerk: _____		
<input type="checkbox"/>	Two (2) completed summonses for each defendant including each defendant's name and address.	<input type="checkbox"/>	Two (2) completed USM - 285 Forms per defendant, if you are requesting the U.S. Marshal conduct service of your complaint.	<input type="checkbox"/>	You need not submit any forms regarding the Waiver of Summons to the Clerk.
			<input type="checkbox"/>	<u>Once your case has been filed, or the Application to Proceed without Prepaying Fees and Costs has been granted, you will need:</u>	
				<ul style="list-style-type: none"> <li>One (1) Notice of a Lawsuit and Request to Waive Service of a Summons form per defendant.</li> <li>Two (2) Waiver of the Service of Summons forms per defendant.</li> </ul>	
	Received by Clerk: _____			Send these forms along with your filed complaint and a self-addressed stamped envelope to each of your defendants.	
				<i>None</i>	
<b>Clerk's Office Use Only</b>					

Note any deficiencies here:

*No Copies of cmp, No fee, No FFP app, No summons, No 285 forms*